संख्याः29/797/तीस-1-2015-5(4)/2014

प्रेषक,

कुमार अरविन्द सिंह देव,
प्रमुख सचिव,
उत्तर प्रदेश शासन।

सेवा में,

प्रबन्ध निदेशक,
उत्तर प्रदेश राज्य सड़क परिवहन निगम,
लखनऊ।

परिवहन अनुभाग-1 लखनऊः दिनाँक 26 मई, 2015

विषयः पी0पी0पी0 मॉडल के अन्तर्गत उ0प्र0 राज्य सड़क परिवहन निगम के बस स्टेशनों के विकास के संबंध में।

महोदय,

उपर्युक्त विषय पर शासनादेश संख्या-3/613/तीस-1-2014-5(4)/2014, दिनांक 16-07-2014, शासनादेश संख्या-4/1001/तीस-1-2014-5(4)/2014, दिनांक 25-10-2014 तथा अपने पत्र संख्या-06/पी0पी0पी0/15-02प्ला0सेल/12वैल्यूम-नौ(एनएस)टीसी0-2(iii), दिनांक 09-03-2015, पत्र संख्या-20पी0पी0पी0/15-02प्ला0सेल/12, वैल्यूम-नौ,(एनएस)टी0सी0-2(iii), दिनांक 05-05-2015 व पत्र संख्या-6 पी0पी0पी0/15-02प्ला0सेल/12, वैल्यूम-नौ(एनएस) टीसी0-2(iii), दिनांक 09-05-2015 का संदर्भ ग्रहण करने का कष्ट करें।

2- इस संबंध में मुझे यह कहने का निदेश हुआ है कि आपके संदर्भित पत्रों दिनांक 09-03-2015, 05-05-2015 व 09-05-2015 द्वारा उपलब्ध कराये गये प्रस्ताव पर सम्यक विचारोपरान्त श्री राज्यपाल उपरोक्त शासनादेश दिनांक 16-07-2014 द्वारा निर्गत बिड डाक्यूमेन्ट्स आर0एफ0क्यू0(रिक्वेस्ट फार क्वालीफिकेशन), आर0एफ0पी0 (रिक्वेस्ट फार प्रपोजल) एवं सी0ए0 (कन्सेसन एग्रीमेन्ट) में से इस शासनादेश के साथ संलग्न तालिका के स्तम्भ-2 में उल्लिखित रिक्वेस्ट फार क्वालीफिकेशन (आर0एफ0क्यू) के क्लाज 4.2.7 व 5.5.2.2 एवं कन्सेसन एग्रीमेन्ट (सी0ए0) के क्लाज-3.1, 5.2.4, 5.1.4(ई) व 5.2.7 के वर्तमान प्राविधान के स्थान पर तालिका के स्तम्भ-3 में उल्लिखित प्राविधान को संशोधन करके प्रतिस्थापित किये जाने की सहर्ष स्वीकृति प्रदान करते हैं।

3- अतः अनुरोध है कि कृपया प्रकरण में उपरोक्तानुसार कार्यवाही सुनिश्चित कराने तथा कृत कार्यवाही से शासन को भी अवगत कराने का कष्ट करें।

संलग्नक : यथोक्त।

भवदीय,
ह0
(कुमार अरविन्द सिंह देव)
प्रमुख सचिव।

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<table>
<tr><th>Sr. No</th><th>Existing Clause</th><th>Modifications</th></tr>
<tr><td>(1)</td><td>(2)</td><td>(3)</td></tr>
<tr><td>1.</td><td><u>Referral Clause - 4.2.7 of RFQ</u>

The construction period for the UPSRTC Facilities including a fully operational bus terminal shall be maximum of 18 (Eighteen) months starting from the date of signing of Concession Agreement, however the Bidder shall be at liberty to make the commercial premises operational as per the prevailing market conditions and its business plans but in any case, the commercial premises shall be made fully operational within a maximum period of 60 (sixty) months from the date of signing of Concession Agreement.</td><td><u>Referral Clause - 4.2.7 of RFQ</u>
The construction period for the UPSRTC Facilities including a fully operational bus terminal shall be maximum of 24 months where in project land area is upto 15,000 sqmt and 30 months for project land area of 15,001 sqmt or more which shall start from the date of signing of Concession Agreement, however the Bidder shall be at liberty to make the commercial premises operational as per the prevailing market conditions and its business plans but in any case, the commercial premises shall be made fully operational within a maximum period of 60 (sixty) months from the date of signing of Concession Agreement.
The modified provision shall now stand as following:-
<table>
<tr><th>Sr. No.</th><th>Name of Bus Station</th><th>Project land area (in sqmt)</th><th>Construction Period (in months)</th><th>Concession Period (in yrs)</th></tr>
<tr><td>1</td><td>Agra Fort, Agra</td><td>4,046</td><td>24 months</td><td>32.5 years</td></tr>
<tr><td>2</td><td>Civil Lines, Allahaba d</td><td>6,641</td><td>24 months</td><td>32.5 years</td></tr>
<tr><td>3</td><td>Idgah, Agra</td><td>7,688</td><td>24 months</td><td>32.5 years</td></tr>
<tr><td>4</td><td>Gorakhp ur</td><td>11,500</td><td>24 months</td><td>32.5 years</td></tr>
<tr><td>5</td><td>Vibhuti Khand, Gomti Nagar, Lucknow</td><td>12,025</td><td>24 months</td><td>32.5 years</td></tr>
<tr><td>6</td><td>Bareilly Satellite</td><td>17,280</td><td>36 months</td><td>33.5 years</td></tr>
<tr><td>7</td><td>Sohrabga te, Meerut</td><td>17,580</td><td>36 months</td><td>33.5 years</td></tr>
<tr><td>8</td><td>Varanasi Cantt, Varanasi</td><td>23,876</td><td>36 months</td><td>33.5 years</td></tr>
<tr><td>9</td><td>Jhakarka tti, Kanpur</td><td>30,350</td><td>36 months</td><td>33.5 years</td></tr>
<tr><td>1</td><td>Transpor t Nagar, Agra</td><td>30,744</td><td>36 months</td><td>33.5 years</td></tr>
<tr><td>1</td><td>Kaushamb hi, Ghaziaba d</td><td>36,584</td><td>36 months</td><td>33.5 years</td></tr>
<tr><td>1</td><td>Rasulaba d, Aligarh</td><td>53,000</td><td>36 months</td><td>33.5 years</td></tr>
</table>
1</td></tr>
<tr><td>2</td><td><u>Referral Clause - Article 3 of DCA – 3.1 The Concession</u>
3.1.1 Subject to and in accordance with the provisions of this Agreement, the Applicable Laws and the Applicable</td><td><u>Referral Clause - Article 3 of DCA – 3.1 The Concession</u>
3.1.1 Subject to and in accordance with the provisions
2</td></tr>
</table>

Sr. No	Existing Clause	Modifications
	Permits, the Authority hereby grants to the Concessionaire the concession set forth herein including the exclusive right, licence and authority to construct, operate and maintain the Project (the "**Concession**") for a ***period of [32]' years*** commencing from the Appointed Date, and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein.	of this Agreement, the Applicable Laws and the Applicable Permits, the Authority hereby grants to the Concessionaire the concession set forth herein including the exclusive right, licence and authority to construct, operate and maintain the Project (the "**Concession**") ***during the concession period*** and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein.
	Provided that in the event the Concessionaire shall have discharged its obligations without any material breach thereof ***for a period of [32 (thirty)] years from the Appointed Date, it shall have a right of first refusal in the event the Authority invites fresh bids for selection of a new concessionaire after the expiry of the Concession Period by efflux of time.***	Provided that in the event the Concessionaire shall have discharged its obligations without any material breach thereof ***during the concession period, it shall be entitled to renew the concession for additional 30 years if it agrees to pay a renewal fee in the form of Upfront premium, an amount of Rs(***) to be calculated at the rate of 5% of the prevailing circle rate at the end of initial concession period to UPSRTC/Authority .***
	For the avoidance of doubt, material breach shall for the purposes hereof mean Suspension and/or cumulative levy of Damages exceeding a sum equivalent to Performance Security.	For the avoidance of doubt, material breach shall for the purposes hereof mean Suspension and/or cumulative levy of Damages exceeding a sum equivalent to Performance Security.
	It is expressly agreed between the Parties that the first right of refusal shall mean that the Concessionaire will have a right to match the financial bid of the bidder selected without itself participating in such bidding process, if any, for	***The concessionaire shall have to communicate his willingness to renew the concession agreement for another 30 years in writing to the authority at least 365 days before the expiry of the initial Concession Period***

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Sr. No	Existing Clause	Modifications
	undertaking the Project through a competitive bidding, after the expiry of the Concession Period by efflux of time. It is expressly agreed between the Parties that the terms and conditions for such additional period of [30] years after the expiry of the Concession Period shall be determined by the Authority.	*along with 50% of the renewal fee to be calculated at the prevailing circle rate. The residual renewal fee for the extended period of 30 yrs shall be payable as below –* *i) Another 25% before 180 days from the first transce of 50%* *ii) Balance 25% with in 180 days from i) i.e. within 360 days from placing his consent to renew the concession period* *In case of increase in circle rate during the last year of the initial concession period, the difference amount shall be deposited within 90 days .* *If the Concessionaire does not communicate his formal written consent within stipulated time as above and with the obligatory initial Upfront Premium(50% of the due renewal fee) as mentioned above, then the Authority shall have the right to invite fresh bids.* (1) After renewal all other Terms and Conditions of the Concession agreement such as payment of annual concession fee, maintenance of all infrastructure, payment of electricity charges and other charges and taxes (water tax, property tax, sewer tax etc.) etc.shall remain the same. (2) If the Concessionaire after giving the application for the renewal and making part payment towards the renewal fee does not turn up for the renewal, 5% of the renewal fee shall be forfeited and balance amount shall be refunded to him. He will be debarred from the rebid process.

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Sr. No	Existing Clause	Modifications
3.	**Referral Clause - Article 5.2.4. of DCA - Obligations relating to Project Agreements** *Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire shall not sub-licence,* *assign or in any manner create an Encumbrance on any Project Asset forming part of Commercial Complex without prior written approval of the Authority, which approval the Authority may, in its discretion, deny if such sub-licence, assignment or Encumbrance has or may have a material adverse effect on the rights and obligations of the Authority under this Agreement or Applicable Laws;* provided that the provisions of this Clause 5.2.4 shall not apply where the Concessionaire grants a **sub-licence** for a cumulative period, including any renewals thereof, not exceeding 11 (eleven) months. For the avoidance of doubt, it is agreed that if the Authority does not deny the approval required under this Clause 5.2.4 within a period of 60 (sixty) days from the date of receiving a notice along with full particulars and documents from the Concessionaire, the approval shall be deemed to have been granted to the extent such sub-licence, assignment or Encumbrance, as the case may be, is in accordance with the provisions of this Agreement.	**Referral Clause - Article 5.2.4. of DCA - Obligations relating to Project Agreements** *Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire shall be allowed to sub license the use of Commercial facility, during the subsistence of this agreement. But the legal documents pertaining to this arrangement can only be executed after the completion of the area to be sub-licensed at the project site e.g. registration and rent agreement, and this will be duly informed to the Authority within a period of one month from the date of execution of such agreement. Also the concessionaire will every year give a list of all the tenants along with the area and tenure of the agreement entered.* Provided that the provisions of this Clause 5.2.4 shall not apply where the Concessionaire grants a **sub-licence** for a cumulative period, including any renewals thereof, not exceeding 11 (eleven) months. For the avoidance of doubt, it is agreed that if the Authority does not deny the approval required under this Clause 5.2.4 within a period of 60 (sixty) days from the date of receiving a notice along with full particulars and documents from the Concessionaire, the approval shall be deemed to have been granted to the extent such sub-licence, assignment or Encumbrance, as the case may be, is in accordance with the provisions of this Agreement.

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Sr. No	Existing Clause	Modifications
4.	**Referral Clause - Article of DCA - 5.1.4 (e)** *The Concessionaire shall make reasonable efforts to facilitate the acquisition of land required for the purposes of the Agreement;*	**Referral Clause - Article of DCA - 5.1.4 (e)** The **Article of DCA - 5.1.4 (e)** stands deleted from Draft Concession agreement.
5.	**Referral Clause 5.5.2.2 of RFQ - Financial Capability in terms of Networth and Turnover** 5.5.2.2 Also, the Net worth in case of a Consortium shall be calculated ***in the same proportion as the equity holding of Members in the Consortium.*** Additionally, the Lead Member shall have to contribute at least 50% of the total net worth requirement of the Project.	**Referral Clause 5.5.2.2 of RFQ - Financial Capability in terms of Networth and Turnover** 5.5.2.2 Also, the Networth in case of a Consortium shall be calculated ***combined of those of Members, as allowed in case of Turnover requirement***
6.	**Referral Clause Article No. 5.2.7 of DCA** Notwithstanding anything to the contrary contained in this Agreement, ***the Concessionaire agrees and acknowledges that selection or replacement of an O&M Contractor and execution of the O&M Contract shall be subject to the prior approval of the Authority from national security and public interest perspective, the decision of the Authority in this behalf being final, conclusive and binding on the Concessionaire, and the Concessionaire undertakes that it shall not give effect to any such selection or contract without prior approval of the Authority***. For the avoidance of doubt, it is expressly agreed that approval of the Authority hereunder shall be limited to national security and public interest perspective, and the Authority shall Endeavour to convey its	**Referral Clause Article No. 5.2.7 of DCA** Notwithstanding anything to the contrary contained in this Agreement, ***the Concessionaire will have the right for the selection or replacement of an O&M Contractor and execution of the O&M contract on its own. The selection or replacement of O&M Contractor shall be informed to the Authority by the Concessionaire.*** ***In the interest of national security and public security Concessionaire shall ensure that O&M Contractor are cleared after due police verification.***

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Sr. No	Existing Clause	Modifications
	decision thereon expeditiously. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Concessionaire or its Contractors from any liability or obligation under this Agreement.	

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